



DONELAN CLEARY
WOOD & MASER, P.C.

November 1, 1999

New Recordation No. and -A RECORDATION NO.

22507, A
FILED

NOV 1 '99

12-00 PM

Dear Mr. Williams:

On behalf of Bank of America, N.A. I submit for filing and recording under 49 U.S.C. § 11301 (a) and the regulations applicable thereunder, executed counterparts of a primary document, not previously recorded, entitled Chattel Mortgage and Security Agreement ("Mortgage"), dated and executed October 29, 1999 and executed counterparts of a related secondary document, not previously recorded, entitled Assignment of Leases ("Assignment"), executed and entered into as of October 29, 1998.

The parties to the enclosed Mortgage and Assignment are:

GLNX Corporation - MORTGAGOR/ASSIGNOR
Suite 450
1007 Grogan's Mill Road
The Woodlands, TX 77380

Bank of America, N.A. - MORTGAGEE/ASSIGNEE
7th Floor
700 Louisiana
Houston, TX 77002

The said Mortgage, among other things, acts to grant by the Mortgagor to the Mortgagee a security interest in all rolling stock now owned or hereafter acquired by the Mortgagor and the Assignment, among other things, acts to assign by the Mortgagor to the Mortgagee a security interest in all leases of all rolling stock now owned or hereafter acquired by the Mortgagor.

The equipment covered by the instant Mortgage and Assignment is all rolling stock now owned or hereafter acquired by the Mortgagor.

A short summary of the Mortgage and Assignment to appear in the Surface Transportation Board Index is as follows:

"Covers all rolling stock of Mortgagor, and the leases thereof, now owned or hereafter acquired."

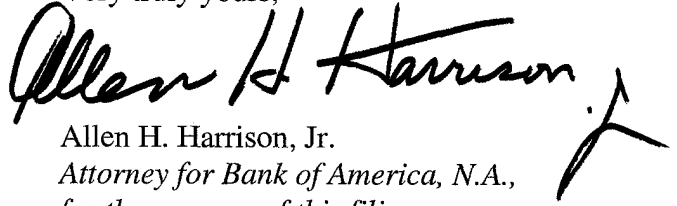
Enclosed is a check in the amount of fifty-two dollars (\$52.00) in payment of the filing fees.

ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, N.W., Suite 750, Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink, reading "Allen H. Harrison, Jr.", with a stylized flourish at the end.

Allen H. Harrison, Jr.
*Attorney for Bank of America, N.A.,
for the purpose of this filing.*

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8211-020

NOV 1 '99

12-00 PM

CHATTEL MORTGAGE AND SECURITY AGREEMENT

THIS CHATTEL MORTGAGE AND SECURITY AGREEMENT ("Mortgage") dated October 29, 1999, is made and given by GLNX CORPORATION, a Texas corporation, with an address at 10077 Grogan's Mill Road, Suite 450, The Woodlands, Texas 77380 ("Mortgagor") to BANK OF AMERICA, N.A., a national banking association, with its principal office at 700 Louisiana, 7th Floor, Houston, Texas 77002 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is the sole owner of the railroad cars more particularly described and listed on Schedule 1 to Exhibit A annexed hereto and made a part hereof and shall be the sole owner of the railroad cars which Mortgagor subsequently acquires and which shall be listed on additional Schedules to Exhibit A (collectively, the "Cars"); and

WHEREAS, Mortgagor and Mortgagee have entered into a Loan Agreement dated as of October 29, 1999 (the "Loan Agreement"), the terms and conditions of which are hereby incorporated by reference and shall have the same force and effect as if set forth here in full, and capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Mortgagor has received from Mortgagee a loan in the principal amount of \$3,500,000.00 ("Loan") repayable in 72 monthly installments; and

WHEREAS, Mortgagee agreed to extend the Loan pursuant to the Loan Agreement only upon the condition that it receive presently a valid first and senior lien on and priority security interest in the Cars ("Security Interest") in the amount of the Loan and interest thereon and to the extent of the Obligations (hereafter defined); and

WHEREAS, Mortgagor has entered into various lease agreements and desires to enter into other lease agreements in the future (collectively, the "Leases") with various lessees ("Lessees"), each of which leases one or more of the Cars to a Lessee and all of which Leases have been assigned by Mortgagor to Mortgagee by an Assignment of Leases dated as of the date of the Loan Agreement; and

WHEREAS, Mortgagor, to secure the prompt repayment of the Loan with interest thereon and to secure as well the faithful performance and observance of and compliance with ("Performance") all the covenants, payment obligations, duties, undertakings and conditions ("Obligations") made by Mortgagor herein, in the Loan Agreement, in the promissory note ("Note") given by Mortgagor pursuant to the Loan Agreement, and in each and every document and instrument referred to in each thereof (collectively, the "Loan Documents"), has duly authorized the execution and delivery of this Mortgage to Mortgagee; together with all other documents as may be required for registering this Mortgage as a perfected Security Interest in the Cars.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

ARTICLE I - The Mortgage

THAT IN CONSIDERATION of the premises and of the Loan and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the Performance by Mortgagor of all of the Obligations, Mortgagor hereby executes and constitutes a first and absolute mortgage and Security Interest and does by these presents mortgage unto Mortgagee, its successors and assigns, the whole of the Cars, whether now owned or hereafter acquired, together with all of the fittings and equipment thereunto, appertaining or belonging, whether on the Cars or not, and all additions, improvements and replacements hereafter made in or to the Cars and together with all other rights and property of Mortgagor set forth on the attached Exhibit A.

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns forever upon the terms herein set forth for the Performance by Mortgagor of all of the Obligations.

PROVIDED only and the condition of these presents is such that if Mortgagor, its successors and assigns shall repay or cause to be repaid to Mortgagee the Loan and interest thereon and when the same shall become due and shall have otherwise completed Performance of all of the Obligations, all without fraud or delay and according to the true intent and meaning thereof, then this Mortgage and the rights hereunder granted to Mortgagee shall cease, determine and be void and in such event Mortgagee agrees at the expense of Mortgagor to execute all such documents as Mortgagor may reasonably require to discharge this Mortgage.

ARTICLE II - Assignment by Mortgagor

Section 1 - Assignment of Insurance and Proceeds

Mortgagor hereby assigns to Mortgagee, its successors and assigns, all of Mortgagor's right, title and interest under, to and in all policies and contracts of insurance of whatsoever nature that have now been, or may from time to time hereafter during the continuance of the Mortgage and the existence of the Security Interest created hereby, be taken out in respect of the Cars, their revenue, disbursements, profits or otherwise and all of the benefits thereof, including all claims of whatsoever nature thereunder in respect of the Cars, return of premiums and the rights under such policies and contracts.

Section 2 - Assignment of Other Compensation Payable; Total Loss

Subject to the terms of the Loan Agreement, Mortgagor hereby assigns to Mortgagee, its successors and assigns all of the Mortgagor's right, title and interest to any and all moneys and claims for moneys and other compensation which may be or become due or payable to the Mortgagor with respect to or as a result of the constructive or agreed or arranged or compromised

or actual Total Loss of the Cars, or any of them and all claims for damages arising out of or caused or occasioned howsoever by any such Total Loss.

As used herein the term "Total Loss" shall mean the loss, damage or destruction of the Cars, or any of them, with the result that such Cars, or any of them, shall be rendered substantially unfit for further use by Mortgagor or condemned or otherwise compulsorily acquired or requisitioned by any governmental agency or authority.

In the event of a Total Loss of any of the Cars, insurance proceeds, awards in respect thereof, or any proceeds or payments received from any Lessee under a Lease resulting from such damage, or any other payment from a party responsible for the Car which arises out of the Total Loss of the Car, shall be applied by Mortgagee to prepay the Note in whole or in part as provided in the Loan Agreement. Should there be reparable damage to the Cars, or any of them, and if Mortgagee shall have received insurance proceeds as a result of a claim arising with respect to such damage, any payment from a Lessee in respect of such damage, or any payment from any other party responsible for the damage to Car which payment is in respect of the damage suffered by such Car, then such proceeds or payments shall be paid by Mortgagee to Mortgagor on receipt by Mortgagee of a written application signed by Mortgagor or by a person designated by Mortgagor for the payment of or to reimburse Mortgagor for the cost of repairing such damaged Cars. The written application shall be accompanied by satisfactory evidence of the cost and satisfactory completion of the repair to such Cars. If an Event of Default has occurred and is continuing hereunder, the proceeds of insurance may instead be applied at Mortgagee's option against any liability owed to Mortgagee in respect of such Default.

Section 3 - Application by Mortgagee Upon Event of Default

Upon the happening of an Event of Default as defined in Article IV, Section 1, all proceeds of the foregoing assignments and all moneys hereby assigned shall be applied by Mortgagee in accordance with Article IV, Section 5 hereof.

ARTICLE III - Representations, Warranties and Covenants

Mortgagor represents, warrants and covenants to Mortgagee as follows:

Section 1 - Mortgagor

(a) Authority to Mortgage

As set forth within the Loan Agreement, Mortgagor is duly authorized to mortgage the property conveyed hereunder. All corporate action necessary and required by Mortgagor's Charter or Articles or Certificate of Incorporation or Association or Bylaws, or by law for obtaining the Loan and for the execution and delivery of this Mortgage and other Loan Documents has been duly and

effectively taken, and the Mortgage in the hands of the holders thereof is and will be valid and enforceable against Mortgagor and the Cars in accordance with its terms.

Section 2 - The Cars

(a) Ownership of Cars

Mortgagor is (and, with respect to subsequently acquired Cars as described on additional Schedules to Exhibit A, shall be) the sole and lawful owner of the whole of the Cars, free from all liens, security interests, mortgages (other than this Mortgage), charges or encumbrances and the Cars shall be kept free and clear of all such liens and encumbrances, except liens permitted under the Loan Agreement. Mortgagor will warrant and defend for the benefit of Mortgagee the title and possession of the mortgaged property and every part thereof against the claims and demands of all persons.

(b) Maintenance and Condition

The Cars and each of them are in good working order, condition, repair and appearance, reasonable wear and tear excepted, reasonably suitable for use for the purposes intended, and acceptable for use in unrestricted interchange and Mortgagor covenants that at all times, at its own cost and expense, the Cars will be maintained as such in accordance with the Association of American Railroads', the Department of Transportation's and the Surface Transportation Board's requirements and the requirements contained in the Leases. The Mortgagor shall use replacement parts at least equal in quality and function to the parts originally furnished with the Cars. All replacement parts shall be free of lien or encumbrance when installed. Except for alterations or changes required by law or specifically permitted or anticipated by the Loan Agreement, Mortgagor shall not, without the prior written approval of Mortgagee, effect any change in the design, construction or body of the Cars. Mortgagor shall notify Mortgagee promptly of any alterations or changes in the Cars required by law, describing by identification number the Cars affected and the nature of the alterations or changes.

(c) Mortgage

Mortgagor is, by this Mortgage and the registration thereof, constituting in favor of Mortgagee, among other things, all the rights of a Security Interest and first mortgage on the Cars to secure the due and punctual Performance of the Obligations.

Section 3 - Insurance

(a) Cars Fully Insured

Mortgagor covenants with Mortgagee that so long as this Mortgage shall be in force Mortgagor shall obtain and maintain at all times in full force and effect such insurance as is required pursuant to the Loan Agreement.

(b) Mortgagee's Right to Collect Proceeds and to Insure

Mortgagee is hereby authorized, but not required, in its own name and/or Mortgagor's name to demand, collect, receipt for, and prosecute all necessary actions in the courts to recover any and all insurance moneys which may become due and payable under any insurance. If Mortgagor shall at any time fail to pay or to cause to be paid when due any insurance premiums, calls or other costs related to obtaining or maintaining the insurance required hereunder, or to obtain any required insurance or to deliver to Mortgagee all policies, certificates, contracts of insurance, binders and cover notes and all renewals thereof as required by the provisions of this Mortgage, Mortgagee may, but shall not be required to, procure such insurance and/or pay unpaid premiums and other costs, and the cost and expense thereof, with interest at the default rate of interest set forth in the Loan Agreement, shall be an additional indebtedness due from Mortgagor to Mortgagee secured by this Mortgage and shall be paid by Mortgagor on demand.

Section 4 - Compliance with Insurance Terms, Laws, etc.

(a) Mortgagor shall not do any act, or suffer or permit any act to be done, whereby any insurance shall be or may be suspended, impaired or defeated, and shall not suffer or permit the Cars, or any of them, to engage in any business or to carry any cargo not permitted under the policies of insurance in effect, without first covering such Cars to the amount herein provided by insurance satisfactory to Mortgagee for such business or the carriage of such cargo.

(b) Mortgagor is conducting and will conduct and will cause any lessee of the Cars to conduct its business and operations in compliance with (i) all applicable laws, governmental regulations, standards and directives of governmental authorities having the force of law, including, without limitation, all laws of the jurisdictions in which its operations involving the Cars may extend, (ii) the interchange rules of the Association of American Railroads, (iii) all lawful rules of the Department of Transportation, Surface Transportation Board, and any other legislative, executive, administrative or judicial body, and (iv) all lawful rules of any other association of carriers or shippers exercising any power or jurisdiction over Mortgagor or over the Cars, to the extent that such laws and rules affect the title, operation, storage, maintenance or use of the Cars.

Section 5 - Requisition of Title

In the event that the title to the Cars, or any of them, shall be requisitioned, purchased or taken by any governmental department, agency or representative, pursuant to any present or future law, proclamation, decree, order or otherwise, the lien for compensation, purchase price, reimbursement or award for such requisition, purchase or other taking of such title shall be payable to Mortgagee, who shall be entitled to receive the same and shall apply it as provided in Article II, Section 1 hereof; and in the event of any such requisition, purchase or taking, Mortgagor shall promptly execute and deliver to Mortgagee such documents, if any, and shall promptly do and perform such acts, if any, as Mortgagee's counsel, in his sole opinion, may deem necessary or useful

to facilitate or expedite the collection by Mortgagee of such compensation, purchase price, reimbursement or award.

Section 6 - Requisition of Use

In the event that any governmental department, agency or representative thereof shall not take over the title to the Cars, or any of them, but shall requisition, lease, or in any manner take over the use of such Cars pursuant to any present or future law, proclamation, decree, order or otherwise, all rentals and compensation resulting therefrom shall be payable to Mortgagee and if, as a result of such requisitioning, leasing or taking of the use of the Cars, or any of them, such governmental department, agency or representative thereof shall pay or become liable to pay any sum by reason of the loss of or injury to or depreciation of the Cars, any such sum is hereby made payable to Mortgagee, who shall be entitled to receive the same and shall hold it as provided in Article II, Section 1 hereof. In the event of any such requisitioning, leasing or taking of the use of the Cars, or any of them, Mortgagor shall promptly execute and deliver to the Mortgagee such documents, if any, and shall promptly do and perform such acts, if any, as in the opinion of counsel for Mortgagee may be necessary or useful to facilitate or expedite the collection by Mortgagee of such claims arising out of the requisitioning, leasing or taking of the use of Cars, or any of them.

Section 7 - No Additional Liens

Neither the Mortgagor, nor any Lessee, nor any manager of the Cars nor their agents has or shall have any right, power or authority to create, incur or permit to be placed or imposed upon the Cars, or any of them, any liens, other than those permitted under the Loan Agreement (including without limitation any subsequent mortgage, but excluding liens arising by operation of law in the ordinary course of business) without the prior written consent of Mortgagee. In the event that any such lien shall be created or arise, Mortgagor shall forthwith discharge such lien.

Section 8 - Identification of Cars

Mortgagor will not allow the name of any person, association or corporation to be placed on the Cars as a designation which might be interpreted as indicating a lien thereon by any person, association or corporation other than Mortgagee or its assignees; but the Cars may be lettered with the names or initials or other insignia customarily used by Mortgagor or Lessees on equipment of the same or a similar type for convenience of identification of the rights to use and operate the Cars under this Mortgage or the Leases.

Mortgagor agrees to cause to be placed on each side of each Car, Mortgagor's Association of American Railroads assigned reporting marks and number. At all times thereafter, Mortgagor will cause each of the Cars to bear the number so assigned to it, and Mortgagor will not change or permit to be changed the number except in accordance with a statement of new number to be substituted therefor which previously shall have been filed with Mortgagee by Mortgagor and filed, recorded or deposited in all public offices where this Mortgage will have been filed, recorded or deposited.

Section 9 - Inspection, Repair

In accordance with the terms of the Loan Agreement, at all times, Mortgagor shall afford Mortgagee or its authorized representative full and complete access to the Cars at all reasonable times for the purpose of inspecting the condition of the Cars and their cargos. If default shall be made in keeping the Cars, or any of them, in good working order, condition, repair and appearance, reasonable wear and tear expected, reasonably suitable for use for the purposes intended, and acceptable for use in unrestricted interchange, Mortgagee shall have the right (without prejudice, however, to any of Mortgagee's other rights hereunder) to effect such repairs as shall in its opinion be necessary. For the purpose of effecting such repairs, Mortgagor shall give to Mortgagee and its representative complete access to the Cars. Mortgagor on demand shall repay to Mortgagee every sum of money expended for such repairs with interest payable at the Overdue Rate. From the time the sum(s) have been expended until repayment of such sum(s) and interest thereon, the same shall be a charge on the Cars.

Section 10 - Taxes, Assessments

(a) Mortgagor agrees to pay, indemnify and hold Mortgagee harmless from all taxes, assessments and charges (including, but not limited to, all license and registration fees, levies, imposts, duties, private property and transfer stamp taxes and charges or withholdings or payments to be made in lieu thereof together with any penalties, fines or interest thereon or payments to be made in lieu thereof) imposed on Mortgagee or Mortgagor by the United States of America or any other local government or taxing authority in the United States of America or by any taxing authority or political or governmental subdivision of any foreign country on or with respect to the Cars, or any of them, or on the purchase, ownership, delivery, possession, use, operation, return or other disposition thereof (including, without limitation, any disposition in exercise of the rights of Mortgagee arising from an Event of Default hereunder) or on the interest, receipt or earnings arising therefrom or on or with respect to this Mortgage (all such taxes, assignments, charges, levies, fees, imposts, duties, charges or withholdings or payments to be made in lieu thereof and any such penalties, fines or interest therein hereinafter referred to in this Section 10 as a "Levy" or as "Levies"). Mortgagor's obligations to pay Levies shall not apply to any Levy measured by the net income payable by Mortgagee to any state of the United States of America in which Mortgagee has its principal office or political subdivision thereof or to the United States of America under the Internal Revenue Code of 1986, as amended ("Code") in consequence of the receipt of payments under the Note. Mortgagor's obligation to pay Levies shall include the obligation to pay any increase to the Mortgagee in Mortgagee's net income tax as a result of inclusion in income of Mortgagee of any amount required by this Section 10 to be paid to or for Mortgagee. A Levy shall be fully subject to the indemnity provisions of this Section 10 regardless of the extent to which an apportionment or allocation formula of any such jurisdiction requires the apportionment or allocation to it for taxing purposes of the income of Mortgagee. If claim is made against Mortgagee for any Levy, Mortgagee shall use reasonable efforts to notify Mortgagor thereof, but failure to do so shall not prejudice Mortgagee's rights hereunder.

(b) In the event Mortgagee is required to make any payment under this Section 10, Mortgagor shall pay to Mortgagee an amount which after taking into account all taxes required to be paid by Mortgagee in respect of the receipt thereof under the laws of the United States of America or of any state or local government or taking authority in the United States of America or any state or local government or taxing authority or government entity of any foreign country, shall be equal to the amount of such payment. The sum payable pursuant to this Subsection 10(b) shall be payable thirty (30) days after Mortgagee delivers to Mortgagor verification that the indemnity is due pursuant to this Subsection 10(b) including, without limitation, a statement describing in reasonable detail the circumstances requiring indemnification hereunder and setting forth in reasonable detail the computation of the amount thereof.

Section 11 - Other Obligations

Except as described in Section 7 of this Article III or as permitted in the Loan Agreement, Mortgagee shall not (a) sell, mortgage, lease (except for the Leases), pledge or transfer any property subject or intended to be subject to this Mortgage, and (b) hypothecate or attempt to hypothecate any rentals or fees in respect of the Cars, or any of them, without the prior written consent of Mortgagee. Any such act shall be expressly subject to this Mortgage and the prior lien created hereby, and any such written consent to any one such act shall not be construed to be a waiver of this provision in respect to any subsequent act.

Section 12 - Establishment and Maintenance of the Mortgage

Mortgagor at its expense shall comply with and satisfy all the provisions of all laws as amended from time to time affecting the Cars and shall establish and maintain this Mortgage as a first and senior Security Interest on the property hereby mortgaged or intended to be mortgaged and upon all renewals and replacements of such property to the extent of the Obligations. Mortgagor shall perform all acts and execute all instruments necessary or required by Mortgagee in order to permit the immediate registration of this Mortgage with the Surface Transportation Board.

Section 13 - Expenses

Mortgagor upon demand shall pay to Mortgagee (or as it may direct) all expenses required by the Loan Agreement.

Section 14 - Other Documents

In the event that this Mortgage or any provision hereof shall be deemed invalidated in whole or in part by any present or future law or any decision of any authoritative court, Mortgagor shall execute and deliver such other and further instruments and do such things as in the sole opinion of Mortgagee and its counsel will carry out the true intent and spirit of this Mortgage. From time to time, Mortgagor shall execute and deliver such further documents and assurances as in the sole opinion of Mortgagee and its counsel may be required to more effectively subject the property

hereby mortgaged or intended to be mortgaged to the Obligations and to the payment of the Loan with interest thereon and to the Performance of each and all of the Obligations.

Section 15 - Reports

Mortgagor will furnish to Mortgagee such reports as are required to be provided pursuant to the Loan Agreement and such other information concerning the condition of the Cars as Mortgagee may from time to time reasonably request.

Section 16 - Performance and Notice

Mortgagor shall promptly give notice to Mortgagee of: (i) any substantial dispute between Mortgagor or any Lessee and any governmental authority with respect to taxes or any other matter in connection with the Cars or which might, in any way, interfere with the normal use and operation of the Cars, or any of them; (ii) the occurrence of any Event of Default or event that, with the giving of notice or the passing of time or both, would constitute an Event of Default.

ARTICLE IV - DEFAULT

Section 1 - Events of Default

"Event of Default" under this Mortgage shall mean an Event of Default under and as defined in the Loan Agreement.

If an Event of Default exists, Mortgagee may:

- (i) Without further demand, protest or notice of any kind to Mortgagor, declare all sums due under the Note and Loan Agreement to be due and payable immediately, such sums to include without limitation the Unpaid Amount and other sums due other than the payment of the Unpaid Amount, and upon such declaration the same shall become and be immediately due and payable;
- (ii) Proceed by appropriate court action or actions either at law or in equity to enforce Performance by Mortgagor of its Obligations and/or recover a judgment for damages for the breach thereof, including, but not limited to, any amount due hereunder, or under the Note or Loan Agreement, either by its terms or by virtue of such declaration, and collect the same out of any property of Mortgagor;
- (iii) Take the Cars without legal process at any time wherever the same may be found, and without being responsible for loss or damage to the Cars which shall have occurred prior to the taking, hold, lease, operate or otherwise use such Cars for such time and on such terms as Mortgagee may determine advisable;

(iv) Take the Cars without legal process at any time wherever the same may be found, and, if it seems desirable to Mortgagee, and without being responsible for loss or damage to the Cars which shall have occurred prior to the retaking of the Cars, sell to the extent permitted by law, at private or public sale, such Cars free from any claim by Mortgagor of any nature whatsoever upon such notice as may be required by law. Such sale may be held at such place and at such time as Mortgagee may have specified in such notice and in such manner as Mortgagee may deem advisable, and may be conducted without bringing the Cars to be sold to the place of sale. Mortgagee may become a purchaser at such sale, to the extent permitted by law. From time to time Mortgagee may adjourn any such sale by announcement at the time and place appointed for such sale or any adjourned sale; and without further notice or publication, Mortgagee may make such sale at the time and place to which the same shall have been so adjourned. Notwithstanding any such sale, Mortgagor shall be and remain liable for any deficiency remaining after applying the proceeds of disposition of the Cars as provided in Section 5 of this Article IV, to the extent permitted by law. Mortgagee and its assigns hereby irrevocably are appointed the true and lawful attorney and attorneys of Mortgagor in its name and stead to make all necessary transfers of the Cars thus sold, and for that purpose it or they shall execute and deliver all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that its said attorney or attorneys shall lawfully do by virtue thereof. Nevertheless, Mortgagor shall, if so requested by Mortgagee, ratify and confirm such sale by executing and delivering to the purchaser or purchaser of the Cars such proper bills of sale, conveyances, instruments of transfer and releases as may be designated in such request;

(v) Perform any Obligation of Mortgagor and Mortgagor will pay Mortgagee the cost thereof upon demand by Mortgagee;

(vi) Assert such other rights and remedies of a secured party and of a mortgagee under the laws of the State of Texas (regardless of whether such law or one similar thereto has been enacted in the jurisdiction where the rights or remedies are asserted); and/or

(vii) Demand, collect, receive, compromise and sue for, so far as may be permitted by law, all freights, hire, rents, earnings, issues, revenues, income and profits of the Cars, or any of them, and all amounts due from underwriters from any insurance thereon as payment of losses or as return premiums or otherwise, awards and recoveries, and all other sums, due or to become due at the time of the happening of any Event of Default in respect of the Cars or in respect of any insurance thereon from any person whomsoever, and to make, give, and execute in the name of Mortgagor acquittances, receipts, releases, or other discharges for the same, whether under seal or otherwise, and to endorse and accept in the name of Mortgagor, notes, drafts, warrants, agreements and all other instruments in writing with respect to the foregoing. Mortgagee is hereby appointed attorney-in-fact of the Mortgagor upon the happening of any Event of Default, in the name of Mortgagor, to act in connection with the foregoing.

No delay or failure by Mortgagee to take action of any kind upon any one default or series of defaults in this Mortgage as provided by this Article shall be deemed a waiver of the right to take

action upon such default or any succeeding default nor shall the acceptance by Mortgagee of any payments upon this Mortgage from any source be deemed a waiver of this provision.

Section 2 - Power of Attorney

In the event that the Cars, or any of them, shall be arrested or detained by any officer of any court of law or equity or by any government or other authority and shall not be released from arrest or detention within 30 days from the date of arrest or detention, Mortgagor does hereby authorize and empower Mortgagee, its successors or assigns, in the name of Mortgagor or its successors or assigns, to apply for and receive possession of or to take possession of such arrested or detained Cars, or any of them, with all the rights and powers that Mortgagor or its successors or assigns may have, possess and exercise in any such event, and this power of attorney shall be irrevocable and may be exercised not only by Mortgagee but also by any assignee or appointee, of Mortgagee with full power of substitution to the same extent and effect as if such assignee or appointee had been named by express designation.

Mortgagor also authorizes and empowers Mortgagee, its assigns or appointee to appear in the name of Mortgagor, its successors and assigns, in any court where a suit is pending against any Car because of or on account of any alleged lien against any Car from which such Car has not been released and to take such proceedings and do such things as to them or any of them may seem proper toward the defense of such suit and the discharge of such lien, and all moneys expended by them or any of them for the purpose of such defense and/or discharge shall be a debt due from Mortgagor, its successors and assigns, to Mortgagee, its successors and assigns, and payment thereof shall be secured by the lien of this Mortgage in like manner and extent as if the amount and description thereof were written herein.

Section 3 - Rights, Powers and Remedies Cumulative; Waiver

Each and every power and remedy in this Mortgage specifically given to Mortgagee shall be cumulative and shall be in addition to every other power and remedy herein or in any Document specifically given or now or hereafter existing at law, in equity or by statute, and each and every power and remedy whether specifically in this Mortgage given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee; and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other power or remedy. No delay or omission by Mortgagee in the exercise of any right or power or in the pursuance of any remedy accruing upon any default as above defined shall impair any such right, power or remedy or be construed to be a waiver thereof or of any such event of default or be any acquiescence therein; nor shall the acceptance by Mortgagee of any security or any payment on account of the Loan or any Obligation though made after default be deemed a waiver of any right to take advantage of any future Event of Default or of any past Event of Default not completely cured thereby.

Section 4 - Rights, Powers and Remedies Preserved

In case Mortgagee shall have proceeded to enforce any right or pursue any remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder with respect to the property subject or intended to be subject to this Mortgage, and all rights, remedies and powers of Mortgagee shall continue as if no such proceeding had been taken.

Section 5 - Application of Proceeds

The proceeds of any sale shall be applied as set forth in the Loan Agreement.

Section 6 - Reimbursement for Expenditures

If Mortgagor shall default in the Performance of any Obligations, Mortgagee may in its discretion do any act or make any expenditures necessary to remedy such default and Mortgagor shall promptly reimburse Mortgagee, with interest at the Overdue Rate, for any and all expenditures so made or incurred, and until Mortgagor has so reimbursed Mortgagee for such expenditures, the amount thereof shall be a debt due from Mortgagor to Mortgagee and payment thereof shall be secured by the lien of this Mortgage in like manner and extent as if the amount and description thereof were written herein; but Mortgagee, though privileged so to do, shall be under no obligation to Mortgagor to make any such expenditures nor shall the making thereof relieve Mortgagor of any default in that respect. Mortgagor shall also reimburse Mortgagee promptly with interest at the Overdue Rate for any and all advances and expenses made or incurred by Mortgagee at any time in taking the Cars, or any of them, or otherwise protecting its rights hereunder and for any and all damages sustained by Mortgagee from or by reason of any default or defaults of Mortgagor.

Section 7 - Return of the Cars

If Mortgagee shall rightfully demand possession of the Cars pursuant to this Mortgage or otherwise, Mortgagor shall forthwith remove or cause to be removed any lettering of the names or initials or other insignia customarily used by Mortgagor or Lessee from the Cars at its cost and expense and deliver the possession of the Cars to Mortgagee and Mortgagor will pay for any repairs necessary to restore the Cars to the condition required in this Mortgage. Such Cars will be returned free from residue and complete with all parts, equipment and accessories. For such purpose Mortgagor, at its own cost and expense, shall forthwith assemble or cause to be assembled the Cars and place them upon such storage tracks as Mortgagee may designate or, in the absence of such designation, as Mortgagor may select, and Mortgagor shall pay all costs and expenses of such storage for a period not exceeding 180 days from the date that the Cars are so assembled, and at Mortgagor's own cost and expense shall transport or cause to be transported up to 1,000 miles under Mortgagor's reporting marks the Cars at any time within such 180 day period on the written direction of Mortgagee to do so to the place Mortgagee directs. The assembling, delivery, storage and

transportation of the Cars as hereinabove provided are of the essence of this Mortgage and, upon application to any court of equity having jurisdiction in the premises, Mortgagee shall be entitled to a decree against Mortgagor so as to require Mortgagor to assemble, deliver, store and transport the Cars.

Without in any way limiting the obligation of Mortgagor under the foregoing provisions of this Section 7, Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney, with full power and authority, at any time while Mortgagor is obligated to deliver possession of the Cars to Mortgagee, to demand and take possession of the Cars in the name and on behalf of Mortgagor from whomsoever shall be at the time in possession of the Cars.

ARTICLE V - Mortgagor's Possession and Use of the Cars

(a) Until an Event of Default shall occur, Mortgagor or Lessees, as the case may be, shall be suffered and permitted to retain actual possession and use of the Cars, and Mortgagor shall have the right to retain the rents and proceeds of the Leases (which right shall in no way diminish or be in derogation of Mortgagor's obligation to fully and timely pay all amounts owing to Mortgagee pursuant to the Loan Documents).

Mortgagor shall not use or permit the use of the Cars involving the operation and/or maintenance thereof outside the United States of America, Canada or Mexico. Mortgagor shall not, without the prior written consent of Mortgagee, part with the possession or control of, or suffer or allow to pass out of its possession or control the Cars, except that Mortgagor may permit the use thereof or any part thereof by Lessees pursuant to the Leases and by railroad companies in the usual interchange of traffic agreement, but only on and subject to all the terms and conditions of this Mortgage; provided, however, Mortgagee may lease or re-lease the Cars to third parties provided that each Lease or re-lease entered into by Mortgagor is assigned to Mortgagee which assignment shall be in form and content acceptable to Mortgagee and its counsel.

(b) All per diem payments, lease rentals and other charges payable for the use of the Cars while being used by others and proceeds payable for the loss, destruction or damage of or to the Cars under current rules, codes or standards of the Association of American Railroads shall be paid to Mortgagee's agent, care of Mortgagee, who, prior to an Event of Default and until a successor is designated by Mortgagee, shall be Mortgagor. Prior to the occurrence of an Event of Default the amounts so paid shall be remitted by such agent to Mortgagor; provided, however, that if an Event of Default shall occur, no such payments, lease rentals or other charges shall be paid to Mortgagor from and after the occurrence of said Event of Default, and Mortgagor hereby releases any claim thereto, and all such payments, lease rentals and other charges shall be remitted to Mortgagee and may be applied by Mortgagee against any liability of Mortgagor to Mortgagee under the Loan Documents or any expense incurred by Mortgagee because of such Default and otherwise as provided in Section 5 of Article IV.

ARTICLE VI - Other Acts by Mortgagor

Mortgagor (if requested by Mortgagee) shall at its own expense execute, sign, perfect, do, and register every such document, act, or thing as in the opinion of Mortgagee or its counsel may be necessary or desirable for the purpose of implementing or perfecting any assignment or transfer of the Loan or of the interest of Mortgagee hereunder.

ARTICLE VII - Miscellaneous

Section 1 - Counterparts

This Mortgage may be executed simultaneously in any number of identical copies each of which shall constitute an original for all purposes.

Section 2 - Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered or (ii) transmitted by postage prepaid certified mail to the parties as follows (as elected by the party giving such notice):

To Mortgagor:

GLNX Corporation
10077 Grogan's Mill Road, Suite 450
The Woodlands, Texas 77380
Attention: Warner Abel

with a copy to:

Porter & Hedges, L.L.P.
700 Louisiana, 35th Floor
Houston, Texas 77002
Attention: Nick H. Sorensen

To Mortgagee:

Bank of America, N.A.
700 Louisiana
7th Floor
Houston, Texas 77002
Attention: Joseph R. Patterson, Jr.

with a copy to:

Winstead Sechrest & Minick P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270
Attention: Mike Hilliard

The date of any notice hereunder shall be determined under the terms of Section 12.15 of the Loan Agreement.

Section 3 - Successors and Assigns

All the covenants, promises, stipulations and agreements of Mortgagor and all the rights and remedies of Mortgagee in this Mortgage contained shall bind Mortgagor, his personal representatives, executors, administrators, successors and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns, whether so expressed or not. In the event that Mortgagee shall assign its interests, Mortgagor shall execute such consents thereto as Mortgagee shall require but such consent shall not be required for the validity of such assignment.

Section 4 - Severability

In case any one or more of the provisions contained in this Mortgage shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 5 - Modification

This Mortgage exclusively and completely states the rights of Mortgagee and Mortgagor with respect to the Cars. No modification, variation, termination, discharge or abandonment hereof and no waiver of any of the provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of Mortgagee and Mortgagor or the representatives, successors, transferees or assigns of either, subject, however, to the limitations on assignment hereof by Mortgagor. This Mortgage supersedes any and all prior representations, warranties and/or inducements, written or oral, heretofore made by Mortgagee concerning this transaction, which are null and void and of no force or effect whatsoever.

Section 6 - Headings and References

All paragraph headings are inserted for convenience only and shall not affect any construction or interpretation of this Mortgage. Unless otherwise indicated, all references herein to clauses and other subdivisions refer to the corresponding paragraphs, clauses and other subdivisions of this Mortgage; the words "herein", "hereof", "hereto", "hereunder" and words of similar import

refer to this Mortgage as a whole and not to any particular paragraph, clause or other subdivision hereof, and reference to a numbered or lettered subdivision of a paragraph shall include relevant matter within the section which is applicable to but not within such numbered or lettered subdivision.

Section 7 - Controlling Document

To the extent that this Agreement conflicts with or is in any way incompatible with any of the other Loan Documents, the Loan Agreement shall control over any other document.

Section 8 - Applicable Law; Venue; Service of Process

This Mortgage shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Mortgage has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas.

Section 9 - Arbitration

EXCEPT AS SET OUT BELOW, ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS DOCUMENT OR ANY RELATED DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT (COLLECTIVELY, "CLAIM"), SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS DOCUMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CLAIM IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR ANY JUDICIAL RELIEF SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS SUCH ACTION FOR JUDICIAL RELIEF.

(a) **SPECIAL RULES.** ANY ARBITRATION SHALL BE CONDUCTED IN HARRIS COUNTY, TEXAS, AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED

WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS. ANY DISPUTE CONCERNING THIS ARBITRATION PROVISION OR WHETHER A CLAIM IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD LEGAL FEES PURSUANT TO THE TERMS OF THIS DOCUMENT.

(b) RESERVATION OF RIGHTS. NOTHING IN THIS ARBITRATION PROVISION SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS DOCUMENT; OR (II) BE A WAIVER BY BANK OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF ANY PARTY HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST OR SELL ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. ANY PARTY MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE OR SELL COLLATERAL OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS DOCUMENT. NONE OF THESE ACTIONS SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CLAIM OCCASIONING RESORT TO SUCH REMEDIES OR PROCEDURES.

(c) WAIVER OF CERTAIN DAMAGES. THE PARTIES HERETO WAIVE ANY RIGHT OR REMEDY EITHER MAY HAVE AGAINST THE OTHER TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF ANY CLAIM WHETHER THE CLAIM IS RESOLVED BY ARBITRATION OR BY JUDICIAL ACTION.

(d) WAIVER OF JURY TRIAL. BY AGREEING TO BINDING ARBITRATION, THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BETWEEN OR AMONG THE PARTIES HERETO. FURTHERMORE, WITHOUT INTENDING IN ANY WAY TO LIMIT THIS MORTGAGE TO ARBITRATE, TO THE EXTENT ANY SUCH CLAIM BETWEEN OR AMONG THE PARTIES HERETO IS NOT ARBITRATED, THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS DOCUMENT.

Section 10 - Subsequently Acquired Cars


Whenever reference is made herein to the Cars, with respect to Cars subsequently acquired by Mortgagor and described on additional Schedules to Exhibit A attached hereto, the terms of this Mortgage shall be interpreted to apply to all such Cars only from and after the date Mortgagor acquires ownership of such Cars.

Section 11 - Entire Agreement


THIS MORTGAGE, THE NOTE AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. THE PROVISIONS OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO WHICH MORTGAGOR IS A PARTY MAY BE AMENDED OR WAIVED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

GLNX CORPORATION,
a Texas corporation

By: 
Warner W. Abel
President

BANK OF AMERICA, N.A.,
a national banking association

By: 
Joseph R. Patterson, Jr.
Senior Vice President

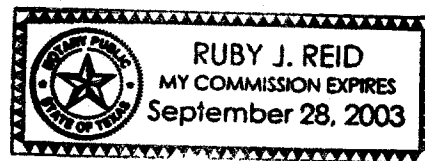
State of Texas)
) ss:
County of Harris)

On this 26th day of OCTOBER, 1999, before me personally appeared Warner W. Abel, to me personally known, who being by me duly sworn, says that he is the President of GLNX Corporation, a Texas corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of corporation.

Ruby J. Reid
Signature Notary Public

SEAL

My Commission Expires:

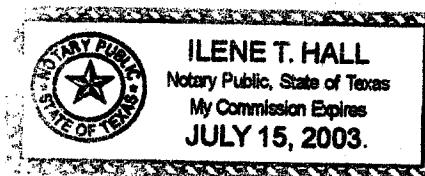


State of Texas)
) ss:
County of Harris)

On this 29th day of October, 1999, before me personally appeared Joseph R. Patterson, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Bank of America, N.A., a national banking association, that said instrument was signed on behalf of said by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Ilene T. Hall
Signature of Notary Public

My Commission Expires:



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237:9766-683

EXHIBIT A

COLLATERAL

Those railroad cars described and listed on Schedule 1 attached hereto and made a part hereof, and any railroad cars described and listed on any additional Schedules subsequently attached hereto, each of which shall automatically be made a part hereof, including:

(i) all attachments, accessions, fittings, equipment and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof;

(ii) all books and records relating to any of the foregoing whether presently existing or hereafter arising, including, without limitation, all tapes, cards, computer programs and computer data of any computer service bureau or other third party;

(iii) all improvements and replacements hereafter made in or to the foregoing; and

(iv) any and all products and proceeds of the foregoing in any form, including without limitation, any and all proceeds of the sale, lease, requisition, taking or other dispositions of any or all of the foregoing (including, without limitation, all income, profits, lease and rental payments, per them mileage, mileage credits, excess mileage credits, and any and all other revenues or monies of whatsoever nature generated by or attributable to the foregoing), any claims against third parties for loss, damage or destruction of any or all of the foregoing, and all insurance proceeds relating to all of the above.

EXHIBIT A

Car Number	Date Built	Builder	DOT Spec
GLNX 405	11/79	Richmond Tank Car	LO-4750
GLNX 406	01/79	Richmond Tank Car	LO-4750
GLNX 407	11/79	Richmond Tank Car	LO-4750
GLNX 408	11/79	Richmond Tank Car	LO-4750
GLNX 410	11/79	Richmond Tank Car	LO-4750
GLNX 412	11/79	Richmond Tank Car	LO-4750
GLNX 413	11/79	Richmond Tank Car	LO-4750
GLNX 414	11/79	Richmond Tank Car	LO-4750
GLNX 416	12/79	Richmond Tank Car	LO-4750
GLNX 417	12/79	Richmond Tank Car	LO-4750
GLNX 418	12/79	Richmond Tank Car	LO-4750
GLNX 419	12/79	Richmond Tank Car	LO-4750

Total of 12 covered hopper cars (4,750 cubic feet)

GLNX 21000	05/79	ACF	111A100W1
GLNX 21005	03/79	ACF	111A100W1
GLNX 21006	03/79	ACF	111A100W1
GLNX 21008	03/79	ACF	111A100W1
GLNX 21009	03/79	ACF	111A100W1
GLNX 21010	03/79	ACF	111A100W1
GLNX 21011	03/79	ACF	111A100W1
GLNX 21012	03/79	ACF	111A100W1
GLNX 21013	05/79	ACF	111A100W1
GLNX 21022	03/79	ACF	111A100W1
GLNX 21023	03/79	ACF	111A100W1
GLNX 21024	03/79	ACF	111A100W1
GLNX 21025	03/79	ACF	111A100W1
GLNX 21026	03/79	ACF	111A100W1
GLNX 21030	03/79	ACF	111A100W1
GLNX 21034	03/79	ACF	111A100W1
GLNX 21035	03/79	ACF	111A100W1
GLNX 21036	05/79	ACF	111A100W1
GLNX 21038	05/79	ACF	111A100W1
GLNX 21039	05/79	ACF	111A100W1
GLNX 21040	05/79	ACF	111A100W1
GLNX 21041	05/79	ACF	111A100W1

Total of 22 - 20,000 gallon general purpose cars

GLNX 3620	08/80	Richmond Tank Car	111A100W3
GLNX 23102	12/79	Richmond Tank Car	111A100W3
GLNX 23103	01/80	Richmond Tank Car	111A100W3
GLNX 23104	02/80	Richmond Tank Car	111A100W3

Car Number		Date Built	Builder	DOT Spec
GLNX	23105	01/80	Richmond Tank Car	111A100W3
GLNX	23106	12/79	Richmond Tank Car	111A100W3
GLNX	23107	12/79	Richmond Tank Car	111A100W3
GLNX	23108	12/79	Richmond Tank Car	111A100W3
GLNX	23109	12/79	Richmond Tank Car	111A100W3
GLNX	23110	12/79	Richmond Tank Car	111A100W3
GLNX	23111	02/80	Richmond Tank Car	111A100W3
GLNX	23112	02/80	Richmond Tank Car	111A100W3
GLNX	23113	02/80	Richmond Tank Car	111A100W3
GLNX	23114	12/79	Richmond Tank Car	111A100W3
GLNX	23118	12/79	Richmond Tank Car	111A100W3
GLNX	23119	12/79	Richmond Tank Car	111A100W3
GLNX	23120	12/79	Richmond Tank Car	111A100W3
GLNX	23121	12/79	Richmond Tank Car	111A100W3
GLNX	23122	01/80	Richmond Tank Car	111A100W3
GLNX	23123	12/79	Richmond Tank Car	111A100W3
GLNX	23124	12/79	Richmond Tank Car	111A100W3
GLNX	23125	12/79	Richmond Tank Car	111A100W3
GLNX	23126	12/79	Richmond Tank Car	111A100W3
GLNX	23127	01/80	Richmond Tank Car	111A100W3
GLNX	23128	01/80	Richmond Tank Car	111A100W3
GLNX	23129	01/80	Richmond Tank Car	111A100W3
GLNX	23130	12/79	Richmond Tank Car	111A100W3
GLNX	23131	12/79	Richmond Tank Car	111A100W3
GLNX	23132	12/79	Richmond Tank Car	111A100W3
GLNX	23133	12/79	Richmond Tank Car	111A100W3
GLNX	23134	12/79	Richmond Tank Car	111A100W3
GLNX	23135	12/79	Richmond Tank Car	111A100W3
GLNX	23136	12/79	Richmond Tank Car	111A100W3
GLNX	23137	12/79	Richmond Tank Car	111A100W3
GLNX	23138	01/80	Richmond Tank Car	111A100W3
GLNX	23139	01/80	Richmond Tank Car	111A100W3
GLNX	23142	01/80	Richmond Tank Car	111A100W3
GLNX	23143	01/80	Richmond Tank Car	111A100W3
GLNX	23144	12/79	Richmond Tank Car	111A100W3
GLNX	23145	12/79	Richmond Tank Car	111A100W3
GLNX	23146	12/79	Richmond Tank Car	111A100W3
GLNX	23147	01/80	Richmond Tank Car	111A100W3
GLNX	23148	12/79	Richmond Tank Car	111A100W3
GLNX	23149	12/79	Richmond Tank Car	111A100W3
GLNX	23184	05/80	Richmond Tank Car	111A100W3
GLNX	23185	05/80	Richmond Tank Car	111A100W3
GLNX	23187	04/80	Richmond Tank Car	111A100W3
GLNX	23188	05/80	Richmond Tank Car	111A100W3
GLNX	23189	05/80	Richmond Tank Car	111A100W3
GLNX	23190	05/80	Richmond Tank Car	111A100W3
GLNX	23191	05/80	Richmond Tank Car	111A100W3

Car Number		Date Built	Builder	DOT Spec
GLNX	23192	05/80	Richmond Tank Car	111A100W3
GLNX	23193	05/80	Richmond Tank Car	111A100W3
GLNX	23195	06/80	Richmond Tank Car	111A100W3
GLNX	23196	05/80	Richmond Tank Car	111A100W3
GLNX	23197	05/80	Richmond Tank Car	111A100W3
GLNX	23199	05/80	Richmond Tank Car	111A100W3
GLNX	23206	05/80	Richmond Tank Car	111A100W3
GLNX	23207	01/80	Richmond Tank Car	111A100W3
GLNX	23209	05/80	Richmond Tank Car	111A100W3
GLNX	23210	01/80	Richmond Tank Car	111A100W3
GLNX	23211	05/80	Richmond Tank Car	111A100W3
GLNX	23212	05/80	Richmond Tank Car	111A100W3
GLNX	23215	05/80	Richmond Tank Car	111A100W3
GLNX	23216	05/80	Richmond Tank Car	111A100W3
GLNX	23217	05/80	Richmond Tank Car	111A100W3
GLNX	23218	05/80	Richmond Tank Car	111A100W3
GLNX	23219	05/80	Richmond Tank Car	111A100W3
GLNX	23220	05/80	Richmond Tank Car	111A100W3
GLNX	23221	05/80	Richmond Tank Car	111A100W3
GLNX	23224	05/80	Richmond Tank Car	111A100W3
GLNX	23232	05/80	Richmond Tank Car	111A100W3
GLNX	23236	05/80	Richmond Tank Car	111A100W3
GLNX	23238	05/80	Richmond Tank Car	111A100W3
GLNX	23239	05/80	Richmond Tank Car	111A100W3
GLNX	23241	06/80	Richmond Tank Car	111A100W3
GLNX	23242	06/80	Richmond Tank Car	111A100W3
GLNX	23245	06/80	Richmond Tank Car	111A100W3
GLNX	23246	05/80	Richmond Tank Car	111A100W3
GLNX	23247	05/80	Richmond Tank Car	111A100W3
GLNX	23248	06/80	Richmond Tank Car	111A100W3
GLNX	24130	08/78	Richmond Tank Car	111A100W3
GLNX	24131	08/78	Richmond Tank Car	111A100W3
GLNX	24132	08/78	Richmond Tank Car	111A100W3
GLNX	24133	08/78	Richmond Tank Car	111A100W3
GLNX	24135	08/78	Richmond Tank Car	111A100W3
GLNX	24136	08/78	Richmond Tank Car	111A100W3
GLNX	24137	08/78	Richmond Tank Car	111A100W3
GLNX	24138	08/78	Richmond Tank Car	111A100W3
GLNX	24139	08/78	Richmond Tank Car	111A100W3
GLNX	24140	08/78	Richmond Tank Car	111A100W3
GLNX	24141	08/78	Richmond Tank Car	111A100W3
GLNX	24142	08/78	Richmond Tank Car	111A100W3
GLNX	24143	08/78	Richmond Tank Car	111A100W3
GLNX	24144	08/78	Richmond Tank Car	111A100W3
GLNX	24145	08/78	Richmond Tank Car	111A100W3
GLNX	24146	08/78	Richmond Tank Car	111A100W3
GLNX	24147	08/78	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 24148	08/78	Richmond Tank Car	111A100W3
GLNX 24150	08/78	Richmond Tank Car	111A100W3
GLNX 24151	08/78	Richmond Tank Car	111A100W3
GLNX 24152	05/78	Richmond Tank Car	111A100W3
GLNX 24153	05/78	Richmond Tank Car	111A100W3
GLNX 24154	05/78	Richmond Tank Car	111A100W3
GLNX 24155	05/78	Richmond Tank Car	111A100W3
GLNX 24156	05/78	Richmond Tank Car	111A100W3
GLNX 24157	05/78	Richmond Tank Car	111A100W3
GLNX 24158	05/78	Richmond Tank Car	111A100W3
GLNX 24159	05/78	Richmond Tank Car	111A100W3
GLNX 24160	05/78	Richmond Tank Car	111A100W3
GLNX 24162	06/78	Richmond Tank Car	111A100W3
GLNX 24163	05/78	Richmond Tank Car	111A100W3
GLNX 24164	05/78	Richmond Tank Car	111A100W3
GLNX 24165	05/78	Richmond Tank Car	111A100W3
GLNX 24167	05/78	Richmond Tank Car	111A100W3
GLNX 24168	05/78	Richmond Tank Car	111A100W3
GLNX 24169	05/78	Richmond Tank Car	111A100W3
GLNX 24170	07/78	Richmond Tank Car	111A100W3
GLNX 24171	07/78	Richmond Tank Car	111A100W3
GLNX 24172	07/78	Richmond Tank Car	111A100W3
GLNX 24173	07/78	Richmond Tank Car	111A100W3
GLNX 24174	07/78	Richmond Tank Car	111A100W3
GLNX 24175	07/78	Richmond Tank Car	111A100W3
GLNX 24176	10/78	Richmond Tank Car	111A100W3
GLNX 24177	10/78	Richmond Tank Car	111A100W3
GLNX 24178	10/78	Richmond Tank Car	111A100W3
GLNX 24179	10/78	Richmond Tank Car	111A100W3
GLNX 86014	01/75	Richmond Tank Car	111A100W3
GLNX 86015	01/75	Richmond Tank Car	111A100W3
GLNX 86016	01/75	Richmond Tank Car	111A100W3
GLNX 86017	01/75	Richmond Tank Car	111A100W3
GLNX 86019	11/78	Richmond Tank Car	111A100W3
GLNX 86020	10/75	Richmond Tank Car	111A100W3
GLNX 86024	10/75	Richmond Tank Car	111A100W3
GLNX 86028	06/76	Richmond Tank Car	111A100W3
GLNX 86029	01/76	Richmond Tank Car	111A100W3
GLNX 86030	10/75	Richmond Tank Car	111A100W3
GLNX 86031	01/75	Richmond Tank Car	111A100W3
GLNX 86035	10/75	Richmond Tank Car	111A100W3
GLNX 86049	06/76	Richmond Tank Car	111A100W3
GLNX 86050	10/75	Richmond Tank Car	111A100W3
GLNX 86060	01/75	Richmond Tank Car	111A100W3
GLNX 86062	10/75	Richmond Tank Car	111A100W3
GLNX 86075	06/80	Richmond Tank Car	111A100W3
GLNX 86077	06/76	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 86084	06/80	Richmond Tank Car	111A100W3
GLNX 86085	06/80	Richmond Tank Car	111A100W3
GLNX 86095	06/76	Richmond Tank Car	111A100W3
GLNX 86098	06/80	Richmond Tank Car	111A100W3
GLNX 86101	06/80	Richmond Tank Car	111A100W3
GLNX 86102	10/80	Richmond Tank Car	111A100W3
GLNX 86105	06/80	Richmond Tank Car	111A100W3
GLNX 86106	06/80	Richmond Tank Car	111A100W3
GLNX 86108	06/80	Richmond Tank Car	111A100W3
GLNX 86110	10/80	Richmond Tank Car	111A100W3
GLNX 86111	06/80	Richmond Tank Car	111A100W3
GLNX 86112	06/80	Richmond Tank Car	111A100W3
GLNX 86113	06/80	Richmond Tank Car	111A100W3
GLNX 86114	06/80	Richmond Tank Car	111A100W3
GLNX 86115	06/80	Richmond Tank Car	111A100W3
GLNX 86116	06/80	Richmond Tank Car	111A100W3
GLNX 86117	06/80	Richmond Tank Car	111A100W3
GLNX 86118	10/80	Richmond Tank Car	111A100W3
GLNX 86119	05/80	Richmond Tank Car	111A100W3
GLNX 86126	06/76	Richmond Tank Car	111A100W3
GLNX 86130	02/77	Richmond Tank Car	111A100W3
GLNX 86132	12/76	Richmond Tank Car	111A100W3
GLNX 86133	11/78	Richmond Tank Car	111A100W3
GLNX 86135	11/78	Richmond Tank Car	111A100W3
GLNX 86136	10/80	Richmond Tank Car	111A100W3
GLNX 86137	08/76	Richmond Tank Car	111A100W3
GLNX 86141	06/76	Richmond Tank Car	111A100W3
GLNX 86142	07/76	Richmond Tank Car	111A100W3
GLNX 86144	06/80	Richmond Tank Car	111A100W3
GLNX 86149	06/80	Richmond Tank Car	111A100W3
GLNX 86150	06/80	Richmond Tank Car	111A100W3
GLNX 86153	10/80	Richmond Tank Car	111A100W3
GLNX 86155	11/78	Richmond Tank Car	111A100W3
GLNX 86156	11/78	Richmond Tank Car	111A100W3
GLNX 86158	11/78	Richmond Tank Car	111A100W3
GLNX 86161	11/78	Richmond Tank Car	111A100W3
GLNX 86164	11/78	Richmond Tank Car	111A100W3
GLNX 86167	11/78	Richmond Tank Car	111A100W3
GLNX 86174	11/78	Richmond Tank Car	111A100W3
GLNX 86175	11/78	Richmond Tank Car	111A100W3
GLNX 86176	11/78	Richmond Tank Car	111A100W3
GLNX 86179	11/78	Richmond Tank Car	111A100W3
GLNX 86181	03/76	Richmond Tank Car	111A100W3
GLNX 86185	10/80	Richmond Tank Car	111A100W3
GLNX 86187	02/77	Richmond Tank Car	111A100W3
GLNX 86195	11/78	Richmond Tank Car	111A100W3
GLNX 86196	11/80	Richmond Tank Car	111A100W3

Car Number	Date Built	Builder	DOT Spec
GLNX 86197	11/78	Richmond Tank Car	111A100W3
GLNX 86199	11/78	Richmond Tank Car	111A100W3
GLNX 86200	11/78	Richmond Tank Car	111A100W3
GLNX 86201	11/78	Richmond Tank Car	111A100W3
GLNX 86202	11/78	Richmond Tank Car	111A100W3
GLNX 86203	06/80	Richmond Tank Car	111A100W3
GLNX 86204	06/80	Richmond Tank Car	111A100W3
GLNX 86207	03/76	Richmond Tank Car	111A100W3
GLNX 86211	06/80	Richmond Tank Car	111A100W3
GLNX 86213	06/80	Richmond Tank Car	111A100W3
GLNX 86214	03/76	Richmond Tank Car	111A100W3
GLNX 86215	03/76	Richmond Tank Car	111A100W3
GLNX 86216	06/80	Richmond Tank Car	111A100W3
GLNX 86217	06/80	Richmond Tank Car	111A100W3
GLNX 86219	11/78	Richmond Tank Car	111A100W3
GLNX 86222	06/80	Richmond Tank Car	111A100W3
GLNX 86224	06/80	Richmond Tank Car	111A100W3
GLNX 86227	06/80	Richmond Tank Car	111A100W3
GLNX 86230	12/78	Richmond Tank Car	111A100W3
GLNX 86231	12/78	Richmond Tank Car	111A100W3
GLNX 86239	10/75	Richmond Tank Car	111A100W3
GLNX 86245	10/75	Richmond Tank Car	111A100W3
GLNX 86251	06/76	Richmond Tank Car	111A100W3
GLNX 86253	06/76	Richmond Tank Car	111A100W3
GLNX 86261	12/78	Richmond Tank Car	111A100W3
GLNX 86282	06/76	Richmond Tank Car	111A100W3
GLNX 86298	06/76	Richmond Tank Car	111A100W3
GLNX 86300	11/78	Richmond Tank Car	111A100W3
GLNX 86303	10/75	Richmond Tank Car	111A100W3
GLNX 86304	06/76	Richmond Tank Car	111A100W3
GLNX 86305	11/75	Richmond Tank Car	111A100W3
GLNX 86324	06/80	Richmond Tank Car	111A100W3
GLNX 86326	06/80	Richmond Tank Car	111A100W3
GLNX 86328	10/80	Richmond Tank Car	111A100W3
GLNX 86359	01/80	Richmond Tank Car	111A100W3

Total of 227 - 23,500 gallon general purpose cars

GLNX 381	09/80	Richmond Tank Car	105J300W
GLNX 3419	05/70	Richmond Tank Car	112J340W
GLNX 3443	10/70	Richmond Tank Car	112J340W
GLNX 34030	10/77	Richmond Tank Car	105J300W
GLNX 34113	12/79	Richmond Tank Car	105J300W
GLNX 34118	12/79	Richmond Tank Car	105J300W
GLNX 34119	12/79	Richmond Tank Car	105J300W

Car Number	Date Built	Builder	DOT Spec
GLNX 34120	01/80	Richmond Tank Car	105J300W
GLNX 34122	01/80	Richmond Tank Car	105J300W
GLNX 34123	12/79	Richmond Tank Car	105J300W
GLNX 34124	12/79	Richmond Tank Car	105J300W
GLNX 34125	12/79	Richmond Tank Car	105J300W
GLNX 34126	12/79	Richmond Tank Car	105J300W
GLNX 34127	12/79	Richmond Tank Car	105J300W
GLNX 34128	12/79	Richmond Tank Car	105J300W
GLNX 34129	12/79	Richmond Tank Car	105J300W
GLNX 34130	01/80	Richmond Tank Car	105J300W
GLNX 34131	12/79	Richmond Tank Car	105J300W
GLNX 34132	12/79	Richmond Tank Car	105J300W
GLNX 34133	01/80	Richmond Tank Car	105J300W
GLNX 34134	12/79	Richmond Tank Car	105J300W
GLNX 34135	12/79	Richmond Tank Car	105J300W
GLNX 34136	01/80	Richmond Tank Car	105J300W
GLNX 34137	01/80	Richmond Tank Car	105J300W
GLNX 34138	01/80	Richmond Tank Car	105J300W
GLNX 34139	01/80	Richmond Tank Car	105J300W
GLNX 34140	12/79	Richmond Tank Car	105J300W
GLNX 34141	01/80	Richmond Tank Car	105J300W
GLNX 34143	01/80	Richmond Tank Car	105J300W
GLNX 34144	01/80	Richmond Tank Car	105J300W
GLNX 34145	01/80	Richmond Tank Car	105J300W
GLNX 34146	02/80	Richmond Tank Car	105J300W
GLNX 34147	01/80	Richmond Tank Car	105J300W
GLNX 34148	01/80	Richmond Tank Car	105J300W
GLNX 34149	01/80	Richmond Tank Car	105J300W
GLNX 34150	01/80	Richmond Tank Car	105J300W
GLNX 34151	02/80	Richmond Tank Car	105J300W
GLNX 34152	02/80	Richmond Tank Car	105J300W
GLNX 34153	02/80	Richmond Tank Car	105J300W
GLNX 34154	01/80	Richmond Tank Car	105J300W
GLNX 34307	01/80	Richmond Tank Car	105J300W
GLNX 34308	01/80	Richmond Tank Car	105J300W
GLNX 34309	01/80	Richmond Tank Car	105J300W
GLNX 34310	02/80	Richmond Tank Car	105J300W
GLNX 34311	02/80	Richmond Tank Car	105J300W
GLNX 34312	01/80	Richmond Tank Car	105J300W
GLNX 34313	01/80	Richmond Tank Car	105J300W
GLNX 34314	01/80	Richmond Tank Car	105J300W
GLNX 34315	01/80	Richmond Tank Car	105J300W
GLNX 34316	02/80	Richmond Tank Car	105J300W

Car Number		Date Built	Builder	DOT Spec
GLNX	34317	01/80	Richmond Tank Car	105J300W
GLNX	34318	04/80	Richmond Tank Car	105J300W
GLNX	34319	01/80	Richmond Tank Car	105J300W
GLNX	34320	01/80	Richmond Tank Car	105J300W
GLNX	34321	01/80	Richmond Tank Car	105J300W
GLNX	34322	05/77	Richmond Tank Car	105J300W

Total of 56 - 34,000 gallon pressurized cars

TOTAL 317 RAIL CARS